From:
To: Jill Martin <jmartin@trumpnational.com>
Cc: Salim Sawaya (selim@sawayaeng.com) <selim@sawayaeng.com>; Elias Sassoon
Subject: RE: Tract 50666- Trump National Los Angeles
Attachments: MB81035 RPV PVDS Bike Lane Imp Revisions Prop_REV2.pdf

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Hello Jill,

Attached is the revised proposal from KOA to incorporate the median alterations due to Trump's development to the Bike Lane Project. Please open a trust deposit in the amount of $4,986.50 at the Public Works Department to proceed with the work per the proposal provided.

Let me know if you have any questions.

Thank you,

Nadia Carrasco
Assistant Engineer

City of Rancho Palos Verdes
nadiac@rpvca.gov www.rpvca.gov
P (310) 544-5333 F (310) 544-5292

From: Jill Martin [mailto:jmartin@trumpnational.com]
Sent: Friday, January 26, 2018 4:24 PM
To: Elias Sassoon <esassoon@rpvca.gov>; Nadia Carrasco <NadiaC@rpvca.gov>
Cc: 'Salim Sawaya (selim@sawayaeng.com)' <selim@sawayaeng.com>
Subject: RE: Tract 50666- Trump National Los Angeles

Ok, I'll hold tight until you negotiate a great deal.

Jill A. Martin
Vice President & Asst. Gen. Counsel
The Trump Organization
c/o Trump National Golf Club Los Angeles
One Trump National Dr.
Rancho Palos Verdes, CA 90275
Tel: 310-303-3225
Fax: 323-282-3629

From: Elias Sassoon [mailto:esassoon@rpvca.gov]
Sent: Friday, January 26, 2018 4:09 PM
To: Jill Martin <jmartin@trumpnational.com>; Nadia Carrasco <NadiaC@rpvca.gov>
Subject: RE: Tract 50666- Trump National Los Angeles

We have received it, but not too happy with it! We think it is a little high.
I can forward you a copy for your info!!

Elias K. Sassoon, Director
Department of Public Works
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Tel: 310-544-5335
Fax: 310-544-5292

From: Jill Martin [mailto:jmartin@trumpnational.com]
Sent: Friday, January 26, 2018 3:47 PM
To: Elias Sassoon <esassoon@rpvca.gov>; Nadia Carrasco <NadiaC@rpvca.gov>
Subject: Tract 50666- Trump National Los Angeles

Hi Elias and Nadia,
I'm just checking in on the status of the cost proposal for the median alteration.

Thank you,

Jill A. Martin
Vice President & Asst. Gen. Counsel
The Trump Organization
c/o Trump National Golf Club Los Angeles
One Trump National Dr.
Rancho Palos Verdes, CA 90275
Tel: 310-303-3225
Fax: 323-282-3629

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1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754
T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com
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January 31, 2018

Elias K. Sassoon
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

Subject: Engineering Services Proposal for Palos Verdes Drive South Compatible Bike Lanes Safety Project Revisions

Dear Mr. Sassoon,

KOA Corporation (KOA) is pleased to submit the enclosed proposal to provide engineering design services for the Palos Verdes Drive South Compatible Bike Lanes Project in the City of Rancho Palos Verdes. The engineering services proposed for this project are to revise the previously approved plans, specifications and estimates (PS&E) to accommodate the raised center median alterations for the future Trump National Golf Course development project and Schooner Drive sight distance improvements.

SCOPE OF WORK

Task 1 – Trump National Golf Course Median Alteration PS&E Revisions

KOA will revise the previously approved street improvement and signing & striping plans along Palos Verdes Drive South to include the alteration of the raised center median to accommodate the future intersection of Costa De La Islas. Prior to any plan revisions, KOA will provide a conceptual design plan to the City for their review and approval. The median alteration will include an opening to allow westbound and northbound left turns. It is assumed that any additional roadway improvements required by the Trump National Golf Course development project will be designed by others. KOA will also revise the specifications and cost estimate for any items related to the revisions in this task. KOA will coordinate with City staff regarding project design matters. We will coordinate all plan submittals and subsequent revisions with the City.

Task 2 – Schooner Drive Sight Distance Median Alteration PS&E Revisions

KOA will revise the previously approved street improvement and signing & striping plans along Palos Verdes Drive South to accommodate median alterations that will improve the sight distance at the intersection of Palos Verdes Drive South and Schooner Drive. Prior to any plan revisions, KOA will provide a conceptual design plan to the City for their review and approval. In order to improve the sight distance at the intersection we will look into adjusting the location of the southbound Schooner Drive limit line and widening the roadway further into the raised median for westbound traveling vehicles. The improvements needed for the sight distance will need to be coordinated with median alterations in Task 1 of this proposal. KOA will also revise the specifications and cost estimate for any items related to the revisions in this task. KOA will coordinate with City staff regarding project design matters. We will coordinate all plan submittals and subsequent revisions with the City.

WORK SCOPE ASSUMPTIONS

- All plans designed by KOA will be signed by a State of California registered civil engineer on our staff.

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- The work scope is considered complete upon submittal of the 100% PS&E package. Any revisions thereafter will be considered out of scope.
- It is understood that the plans will be reviewed by the City. Any revisions required by the City will be fully addressed and incorporated into the drawings until they are ready for approval.
- All utility coordination has been completed in original project and is considered out of scope.
- KOA will provide submittals to the City at the conceptual and final design stages only.
- Meetings are not included in the project scope. We have included time in our fee for conference calls with the City.

FEE ESTIMATE

KOA Corporation will perform the work specified in the scope above based on the time and materials no to exceed fee below.

Tasks (Base Services)	Fee
1. Trump National Golf Course Median Alteration PS&E Revisions	$ 4,986.50
2. Schooner Drive Sight Distance Median Alteration PS&E Revisions	$ 4,986.50
Total:	**$9,973.00**

Due to the close proximity of one revision to the other, Task 1 and Task 2 need to be completed concurrently. The proposed fee estimate assumes that the Task 1 and Task 2 will be completed concurrently. If otherwise, the scope and fee are subject to negotiation.

The budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of a final document by KOA. Any additional services requested after study submittal will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

If the work described within this letter is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA Corporation's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

The proposal is valid for 30 days and is subject to a 5% annual adjustment. Also, any individual tasks that are not authorized within 30 days of the date of this proposal are also subject to fee adjustments.

Services rendered for out-of-scope work will be billed based on a negotiated fee schedule. Out-of-scope work generally includes items not specifically detailed in the work scope above, and specifically includes the following:

- Requests by the cities or any other entity for items not covered in work program tasks described in this proposal. This includes any significant changes to the project scope that would require significant revisions to completed portions of the plans and other documents.
- Presentations at public meetings to community groups, City Council, or any Commission.

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STAFFING

Giuseppe Canzonieri, P.E., will be the Project Manager for this project. If you have any questions about this proposal and our scope of services, please contact him at (323) 260 4703 or via email at gcanzonieri@koacorp.com.

INVOICING

Invoices will be submitted monthly, based upon our estimated percentage of completion. Accounts are past due after 30 days. All work will be immediately stopped if any invoice is unpaid for 60 days or more, and such delinquent invoice payments may be subject to a late payment penalty of 1.5 percent per month and/or turned over to a collections agency at our discretion.

In any lawsuit brought to enforce the terms of this contract, the prevailing party shall be entitled to their reasonable attorney's fees.

Invoices will be sent from the Monterey Park office address of KOA.

TERMINATION

The Client or KOA may terminate this agreement by giving the other party ten days written notice of such termination. KOA shall receive fee payments from the Client proportionate to the services completed as of the date of termination. The Client will be entitled to receive deliverables at the level of completion relative to the fee payments received by KOA. All outstanding valid invoices shall be paid to KOA.

INDEMNIFICATION

KOA Corporation and the City of Rancho Palos Verdes each agree to indemnify and hold the other harmless from any and all losses, damages, awards, penalties or injuries or costs, including reasonable attorney's fees and cost of defense, which accrue or arise from or result by reason of a claim asserted by a third party which arises from any alleged breach of such indemnifying party's representations and warranties made under this Agreement or such indemnifying party's own negligent acts, errors, and omissions in the performance of their obligation under this Agreement or with respect to the Project.

INSURANCE

KOA Corporation is fully able to meet the insurance requirements of projects of this type. The firm has coverage in the following areas: Professional Liability ($1 million per claim, $2 million aggregate), Automobile Liability ($2 million) and General Liability ($5 million). Our Worker's Compensation coverage meets the insurance requirements of California State law.

WORK SCHEDULE

Upon receiving an executed agreement and the necessary supporting plans/information from the Client or others, we will complete the first submittal to the City for plan check within four weeks. Subsequent revisions will be done within approximately three weeks after receiving the check prints or comments. Please note that KOA cannot be held responsible for the time required by the City, utility companies, and/or other agencies responsible for processing or reviewing the plans and responding to our requests for record plans and information.

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AUTHORIZATION

The signature below and receipt of the required deposit indicates acceptance of this proposal and authorization to proceed.

Sincerely,

Joel Falter
Vice President
KOA CORPORATION

The City of Rancho Palos Verdes (Client) has carefully reviewed this proposal and hereby authorizes KOA Corporation to commence work as indicated within the terms and conditions of this proposal.

Signature

Name (Please Print) | Date

Title (Please Print) | Client Purchase Order or Project Number

FEE PROPOSAL
CITY OF RANCHO PALOS VERDES
PALOS VERDES DRIVE SOUTH COMPATIBLE BIKE LANES SAFETY PROJECT

DELIVERABLES	KOA CORPORATION					
	Principal In Charge / QAQC	PM / Senior Engineer	Associate Engineer	Total Hours	Other Direct Costs	KOA TOTAL
Hourly Rates (Fully Burdened)	$235.00	$178.00	$111.00			
BASE SERVICES						
TASK 4: ENGINEERING DESIGN AND PS&E						
Conceptual Design	1	4	16	21		$2,723.00
Conceptual Design Revisions		1	4	5		$622.00
Street Improvement Plans	1	2	20	23		$2,811.00
Signing & Striping Plans		1	8	9		$1,066.00
Specifications	1	4	4	9		$1,391.00
Cost Estimates		1		1		$178.00
Coordination & Meetings	2	4		6		$1,182.00
TOTAL BASE SERVICES	**5**	**17**	**52**	**74**		**$9,973.00**

NTE